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and Certain of its Affiliates

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In Re:

Case No. 08-13555  
Chapter 11  
(Jointly Administered)

LEHMAN BROTHERS HOLDINGS, INC., et al.,  
  
Debtors.

Assigned to:  
Hon. Shelley C. Chapman  
Bankruptcy Judge

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**STIPULATION, AGREEMENT AND ORDER  
GRANTING LIMITED RELIEF FROM THE AUTOMATIC STAY**

Lehman Brothers Holdings Inc. ("LBHI"), in its capacity as Plan Administrator (the "Plan Administrator") under the Modified Third Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc., and Nationstar Mortgage LLC d/b/a Mr. Cooper, its successors and assigns (the "Movant") by and through their respective counsel, hereby enter into this Stipulation, Agreement and Order (the "Stipulation, Agreement and Order") and represent and agree as follows:

**RECITALS**

A. Commencing on September 15, 2008, and periodically thereafter, LBHI and certain of its subsidiaries (collectively, the "Chapter 11 Entities") commenced voluntary cases (collectively, the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

B. On May 22, 2020, Nationstar Mortgage LLC d/b/a Mr. Cooper filed the Motion for Relief from Stay [ECF No. 60644] (the “Stay Relief Motion”) in the Bankruptcy Court. The Stay Relief Motion sought, among other things, limited relief from the automatic stay extant in the Chapter 11 Cases pursuant to section 362 of the Bankruptcy Code (the “Automatic Stay”) in order to name LBHI as nominal defendants in a state foreclosure action (the “State Court Foreclosure Action”) pertaining to the real property located at 8600 W. Charleston Blvd. 2138, Las Vegas, Nevada 89117 (the “Real Property”) for the purpose of allowing the Movant to foreclose on the Real Property.

C. LBHI has no record of having any claim against the Real Property.

D. In light of the foregoing, the Parties have agreed, subject to approval of the Bankruptcy Court, to modify the Automatic Stay for the limited purpose and subject to the terms and conditions set forth below.

**NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THEIR UNDERSIGNED COUNSEL, AND UPON COURT APPROVAL HEREOF, IT SHALL BE ORDERED THAT:**

1. This Stipulation and Order shall have no force or effect unless and until approved by the Court (the “Effective Date”).

2. Upon the Effective Date, the Automatic Stay extant in the Chapter 11 Cases shall be modified solely to the extent necessary to permit the Nationstar Mortgage LLC d/b/a Mr. Cooper to move forward in the State Court Foreclosure Action against Borrower’s and to name LBHI as a nominal defendant.

3. The limited relief set forth herein shall not be construed as an admission of liability by the Chapter 11 Entities or any of their non-debtor affiliates regarding any claim or cause of action arising from or in relation to State Foreclosure Action or the Real Property.

4. Nationstar Mortgage LLC d/b/a Mr. Cooper shall not pursue any monetary claims relating to the State Foreclosure Action or the Real Property against LBHI, the Plan Administrator, or any

of the Chapter 11 Entities. This Stipulation, Agreement and Order shall not limit any rights of Nationstar Mortgage LLC d/b/a Mr. Cooper to seek payment for the Additional Claims from non-debtor parties.

5. To the extent applicable, neither the post-discharge injunction of section 524 of the Bankruptcy Code nor the terms of the confirmed Modified Third Amended Joint Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors shall in any way be interpreted to preclude or bar Nationstar Mortgage LLC d/b/a Mr. Cooper from exercising any of their rights or remedies provided for under this Stipulation, Agreement and Order, and shall not prevent them from recovering against Borrowers.

6. This Stipulation, Agreement, and Order shall constitute the entire agreement and understanding of the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings relating to the subject matter hereof.

7. The person who executes this Stipulation, Agreement and Order by or on behalf of each respective Party represents and warrants that he or she has been duly authorized and empowered to execute and deliver this Stipulation, Agreement and Order on behalf of such Party.

8. This Stipulation, Agreement and Order may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and it shall constitute sufficient proof of this Stipulation, Agreement and Order to present any copies, electronic copies, or facsimiles signed by the Parties here to be charged.

9. This Stipulation, Agreement and Order can only be amended or otherwise modified by a signed writing executed by the Parties, or by further Court order.

10. This Stipulation, Agreement, and Order shall be governed by the laws of the State of New York, without regard to the application of New York's conflict of law principles.

11. The Bankruptcy Court shall retain jurisdiction to resolve any disputes or controversies arising from this Stipulation, Agreement and Order.

Dated: September 18, 2020  
New York, New York

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| McCabe, Weisberg & Conway, LLC<br>Dated: September 18, 2020<br><br>/s/ <u>Melissa S. DiCerbo</u><br>Melissa S. DiCerbo, Esq.<br>McCabe, Weisberg & Conway, LLC<br>Attorneys for Movant<br>145 Huguenot Street, Suite 210<br>New Rochelle, NY 10801 | WEIL, GOTSHAL & MANGES LLP<br>Dated: September 18, 2020<br><br>/s/ <u>Jacqueline Marcus</u><br>By: Jacqueline Marcus<br>Attorneys for Chapter 11 Entities<br>767 Fifth Avenue<br>New York, NY 10153 |
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**So Ordered:**

DATED: \_\_\_\_\_

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Hon. Shelley C. Chapman  
United States Bankruptcy Judge